

General Information, General Terms and Conditions and Fee Schedule for the Raisin Product

As of: 1 April 2016

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Preamble

Internet platform of Raisin

Raisin GmbH (hereinafter: "**Raisin**") offers interested private individuals the possibility to register at and participate in the internet platform (hereinafter: "**Platform**") for deposit products at www.raisin.com (hereinafter: "**Product Raisin**"). The Platform offers private individuals access to deposit products (for example term deposits or overnight deposits) of companies from the European Economic Area (EEA) which hold an appropriate license (hereinafter: "**Partner Bank**" or "**Partner Banks**"). Raisin describes on the Platform offers of Partner Banks for deposit products and provides technical services in connection with the conclusion of a deposit product between the customer and the Partner Bank. Raisin is neither a credit institute nor a financial services company according to the German Banking Act (*Kreditwesengesetz, KWG*), nor a payment service provider according to the German Payment Services Supervision Act (*Zahlungsdiensteaufsichtsgesetz, ZAG*).

Cooperation with Keytrade Bank SA/NV

Raisin cooperates with Keytrade Bank SA/NV ("**Keytrade Bank**") which hosts the current account of the customer (hereinafter: "**Raisin Account**"). The Raisin Account serves as settlement account for payment orders between a reference account (typically the salary account of the customer) and accounts of the Partner Banks. Raisin and Keytrade Bank support the customer during the contract conclusion procedure and the communication with the respective Partner Banks.

After registration and opening of the Raisin Account (including identification) have been performed, the customer receives access to the Platform and the online banking system. Keytrade Bank will transfer the confirmed deposit amount to the deposit account of the customer at the Partner Bank or, depending on the Partner Bank, to another account held with the Partner Bank. In the online banking system the customer can – subject to the specific conditions of each deposit product – order a roll-over, an early termination as well as other transactions in connection with the offer and receive messages from the Partner Bank (for example account statements).

In the electronic postbox (hereinafter: "**Postbox**") of the online banking system each customer will find his/her individual documents and messages from Raisin, Keytrade Bank, and Partner Banks (for example contracts or account statements). Furthermore, the customer can receive assistance from an English speaking customer service.

In order to make full use of the Product Raisin the customer will close the following contracts:

- **Platform Agreement with Raisin**
- **Current Account Contract with Keytrade Bank** regarding the opening and provision of the free-of-charge Raisin Account
- **Deposit Contract with a Partner Bank.**

General Information on Raisin GmbH

Name and Address of Raisin GmbH

Raisin GmbH (hereinafter: "**Raisin**")
Immanuelkirchstraße 14a
10405 Berlin
Germany
Internet-Domain: www.raisin.com
Telephone: +49 (0)30 770 191 295
Email: service@raisin.com

Legal Representatives

Managing Directors: Dr. Frank Freund, Dr. Tamaz Georgadze, Michael Stephan

Main Object of the Company

Operating an internet platform for deposit products and deposit information.

Commercial Register Entry

Local Court Berlin-Charlottenburg HRB 146726 B

Supervisory Authorities and Deposit Guarantee

Raisin is no credit institution and no financial services provider according to the German Banking Law (*Kreditwesengesetz, KWG*), no payment service provider and no payment service according to the German Payment Services Supervision Act (*Zahlungsdiensteaufsichtsgesetz, ZAG*). Raisin is not subject to supervision of the German Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht, BaFin*). Raisin does not accept deposits and is not a member of the statutory deposit guarantee scheme, nor of any other deposit guarantee system.

Governing Law

The business relationship between the customer and Raisin shall be governed by the Laws of Germany, excluding the reference provisions of the International Private Law. If the customer has no general place of jurisdiction in Germany or any other EU member state, exclusive jurisdiction for all disputes shall be the seat of Raisin.

Contract Language

Relevant language for communication between the customer and Raisin over the course of the business relationship is English. The Terms and Conditions are exclusively provided in English language.

Raisin GmbH Terms and Conditions

1. Scope

These Terms and Conditions (hereinafter "**T&C**") shall govern the entire business relationship between the customer and Raisin.

The offering of Raisin is solely intended for private clients (natural persons) of legal age with permanent residence in the European Economic Area or Switzerland. US citizens and US Green-Card Holder, and in general any US Person within the meaning of the U.S. Foreign Account Tax Compliance Act (FATCA) are excluded from the offering.

2. Subject matter and purpose of the Agreement

- (a) A platform agreement is concluded between Raisin and the customer in accordance with these T&C ("**Agreement**").
- (b) Subject matter of the Agreement is the provision of the internet platform ("**Platform**") to the customer by Raisin and thus the opportunity for the customer to purchase deposit products (e.g., term deposits or overnight products) which are offered by authorized institutions ("**Partner Banks**") such as banks from the European Economic Area using the Platform. By displaying potential Partner Banks on the Platform Raisin enables the customer to autonomously conclude contracts with the respective Partner Banks. Further Raisin provides input masks in English language giving the technical opportunity for customers to apply for and to manage the purchased deposit products. One distinct feature of the Platform is the technical opportunity given to the customer to apply for further deposit products without being required to repeatedly enter his/her personal data, submit documents or undergo identification procedures after having successfully concluded a deposit contract for the first time.
- (c) Raisin does not engage in any advice or recommendation vis-à-vis the customer regarding type or suitability of deposit products. The offering is intended solely for experienced and informed customers who independently and autonomously take their investment decisions. The deposit contract is entered into directly between the customer and the Partner Bank. Raisin provides the current status of the customer's Raisin Account as well as the status of the customer's deposit accounts. Insofar as Raisin provides or submits information material from third parties regarding specific countries, banks, or deposit products, this shall not imply any investment advice, recommendation or other evaluation from

Raisin. The information material serves merely to facilitate the customer's independent investment decision. Raisin does not guarantee the completeness, correctness, and topicality of information, which is provided by third parties.

- (d) Raisin does not provide legal or tax advice. Raisin is not responsible for the correct tax assessment of interest income or foreign exchange gains.
- (e) Certain areas on the Platform which are provided by Keytrade Bank and which are labelled accordingly (particularly in the secure area, the so-called online banking system) are not subject matter of this Agreement.
- (f) Raisin does neither owe any brokerage services nor a successful brokering with respect to the conclusion of deposit contracts. It is at the Partner Bank's discretion whether a contract with the customer is concluded or not unless the Partner Bank is legally obliged to enter into a contract. Each Partner Bank is entitled to refuse the conclusion of a contract with the customer at any time and without giving any reasons. The same applies regarding the Raisin Account with Keytrade Bank. Execution of orders which the customer has given to Keytrade Bank or the Partner Banks (and on which Raisin has no influence) solely obliges Keytrade Bank or the Partner Bank, respectively, to execute the respective order. Raisin does not assume any guarantee regarding the execution through Keytrade Bank or the Partner Bank. Neither Keytrade Bank nor the Partner Bank are agents (*Erfüllungsgehilfe*) of Raisin.
- (g) Raisin does not render any banking services according to Sec. 1 and Sec. 1a of the German Banking Act (*Kreditwesengesetz, KWG*). Raisin does not provide payment services according to Secs. 1 and 8 of the Payment Services Supervision Act (*Zahlungsdienstenaufsichtsgesetz, ZAG*). This in particular implies that Raisin does not identify customers, does not open accounts, does not act as account-holding institution, and does neither execute nor accept payment orders.
- (h) Raisin shall be entitled to reject the conclusion of the Agreement with a customer without giving any reason.

3. Cooperation with Keytrade Bank

- (a) Within the framework of the Product Raisin, Raisin cooperates exclusively with Keytrade Bank.
- (b) The functions assumed by Keytrade Bank are mainly: (i) opening and operating of an online current account on a credit basis ("**Raisin Account**") with annual balance confirmation;

- (ii) execution of national and international payment transactions for the Raisin Account (exclusively for payments to Partner Bank accounts and transactions to the Reference Account); (iii) conducting the process of customer identification vis-à-vis the Partner Bank; and (iv) depending on the Partner Bank assist customers in their communication with a Partner Bank (e.g., electronic or postal transmission of customer orders and documents within the context of the conclusion of a deposit contract with a Partner Bank).
- (c) Certain areas on the Platform regarding financial services which are labelled accordingly (particularly in the secure log-in area, the so-called online banking system) are provided by Keytrade Bank (and not by Raisin).
- (d) Details regarding the services provided by Keytrade Bank and regarding the contract which has to be concluded with the customer are set out in the terms and conditions of Keytrade Bank.

4. Conclusion of the Agreement

The Agreement between the customer and Raisin is entered into after successful completion of the online registration.

5. Accessibility

Raisin strives for high technological standards. However, Raisin emphasizes that given the technology in use (hard- and software), errors which can lead to damages cannot be excluded. In particular, Raisin neither owes nor guarantees continuous accessibility of the Platform.

6. Liability

- (a) Raisin assumes liability in cases of intent or gross negligence of Raisin, or a representative or agent, as well as in cases of at least negligently caused injury to life, body, or health in accordance with the statutory provisions. Apart from that, Raisin assumes liability only for damages caused by the culpable violation of essential contractual obligations, and for damages caused by non-compliance with explicit warranties or guarantees. The claim for damages caused by the culpable violation of essential contractual obligations is limited to the typical contractually foreseeable damage, as far as not any other of the cases mentioned in Sentence 1 of this Section (a) is given together with such culpable violation of essential contractual obligations. Besides major contractual obligations (*Hauptleistungspflichten*), essential contractual obligations also cover obligations, whose fulfillment enables the proper implementation of the Agreement in the first place and on which the customer may rely upon.

- (b) Raisin does not assume any liability for the validity of the contracts between the customer and other contractual parties (Keytrade Bank and/or Partner Banks). Moreover, Raisin does not assume any liability for the risk, that customer applications are rejected, are not processed at all or only processed with delay. Raisin does not assume any liability for the accuracy of documents, messages or other information which the contractual partners have made available to the customer.

7. Customer's duty to cooperate vis-à-vis Raisin

- (a) Using the Platform requires, that the customer has at his/her disposal the relevant technical equipment to access the Platform via internet (computer, internet access, email address).
- (b) For the proper processing of the business transactions, it is necessary that the customer immediately notifies Raisin about changes in name, marital status, contact data, incl. address and bank account. If a customer becomes a US Green-Card Holder through the course of the business relationship, he has to immediately notify Raisin.
- (c) The customer's orders and instructions must unequivocally permit identification of the substance of the transaction. If orders and instructions are submitted electronically, via telephone or via any other means, the customer has to ensure that no errors in data transmission, no misunderstanding, no misuse, no errors or mistakes occur. Insofar as information or confirmation provided from Raisin differs from the customer's order or instruction, he has to complain immediately.

8. Fees and Commission Payment

- (a) Raisin's services directed to the customer in the context of the Product Raisin, are generally free of charge. Further information is provided in the section "Fee Schedule for the Product Raisin".
- (b) For the services provided by Raisin vis-à-vis the Partner Banks, Raisin receives a commission payment from the respective Partner Bank. Part of that commission is passed on to Keytrade Bank in the context of the cooperation. These commission payments allow Raisin to offer the services to the customers free of charge, and to improve their quality.

9. Notice to Consumers regarding Distance Selling/Revocation Instruction

- (a) Revocation right
"You can revoke your contractual declaration within 14 days by a clear notice without stating any reasons. The revocation period shall commence upon receipt of this notification on a

durable medium, however not before entering into a contract, and not prior to us fulfilling our information obligation pursuant to Article 246b Paragraph 2 Section 1 in conjunction with Article 264b Paragraph 1 Section 1 and 2 EGBGB (Introductory Law to the German Civil Code). In order to comply with the revocation period, it suffices to send the revocation in due time if such revocation notice is furnished on a durable medium (e.g. letter, telefax, email). The revocation shall be addressed to: Raisin GmbH, P.O. Box 13 01 51, 13601 Berlin, Germany, email: service@raisin.com or telephone: +49 30 770 191 295”.

(b) Consequences of Revocation

“In case of an effective revocation the mutually received benefits are to be returned. You are obligated to pay compensation of equal value for the services received up until the revocation if you have been so informed before your contractual declaration and you have accepted explicitly that we start providing our services before the end of the revocation period. If an obligation to pay compensation for the services received exists this may involve your continued performance of your contractual payment obligations for the time leading up to the revocation. Your right of revocation shall expire prematurely if the agreement, at your expressed consent, has been executed in full by both parties prior to you exercising your right of revocation. Amounts to be refunded must be remitted no later than 30 days. The period shall commence for you upon sending your revocation notice, and for us upon receipt thereof.”

(c) Special notes

“In case of revocation of this contract you are not bound to any additional distant sale contract, if such additional contract involves a service provided from us or from a third party based on an agreement between us and the third party.”

10. Rules for Termination

- (a) The term of this contract is unlimited. It can be ended through termination by the customer or by Raisin to the end of each month with a two week notice period.
- (b) If the customer has entered into deposit contracts with a Partner Bank, the termination takes effect when all deposits have been transferred back to the customer’s Raisin Account, in case of term deposits typically at regular maturity of the deposit.
- (c) The right of termination for good cause remains unaffected.
- (d) The provision of services from Raisin and Keytrade Bank requires valid contracts between the customer and Raisin as well as Keytrade Bank respectively. Moreover, respective releases on data protection (*Datenschutzfreigaben*) for Raisin and Keytrade Bank (see number 11) are required. If a customer terminates his/her contract vis-

à-vis Raisin or Keytrade Bank, or if a customer revokes his/her release on data protection vis-à-vis Raisin or Keytrade Bank, both Raisin and Keytrade Bank are entitled to terminate the respective contract with the customer for good cause, as long as the customer has not already terminated the respective contract.

- (e) To take effect, any termination of this Agreement must be communicated in writing (e.g., email or letter).

11. Data Protection

- (a) Raisin attaches great importance to the protection of personal data. Therefore, Raisin commits itself to comply with the statutory data protection provisions. Particularly, Raisin will comply with the German Federal Data Protection Act (*Bundesdatenschutzgesetz, BDSG*), to ensure sufficient security and protection of customer data.
- (b) Within the scope of services conducted by Raisin vis-à-vis the customer it is necessary that certain personal data is exchanged between Raisin, Keytrade Bank, and the Partner Banks the customer wishes to enter into a deposit contract with or already has a deposit contract with. Such personal data includes, inter alia, title, name(s), address, email address, mobile number, deviating correspondence address (if applicable), citizenship, date of birth, place of birth, country of birth, marital status, profession, sector of occupation, tax identification number and tax residency, IBAN and BIC of the Reference Account, documents provided by the customer as well as information regarding the status of the customer’s deposits.
- (c) The customer explicitly agrees to the aforementioned collection, storage, use, and transmission of his/her personal data. The customer agrees that personal data (personal master data (*Personenstammdaten*), account data) may be transmitted by (unencrypted) email. The customer can at any time revoke his/her consent entirely or partly for the future without stating any reasons. Further, the customer is at any time and free of charge entitled to receive written information with regards to any personal data on him that has been gathered by Raisin, and he can request the correction, blocking, or deletion of the respective data, as long as the storage is not legally required or the data has not yet been anonymized. Apart from that, Raisin is obliged to maintain secrecy of all customer-related data and may pass on such data only upon customer approval or when a legal obligation exists. The request for revocation or other requests regarding data protection are to be made exclusively to: Raisin GmbH, P.O. Box 13 01 51, 13601 Berlin, Germany; email: service@raisin.com

12. Changes to these T&C

These T&C can be changed at any time in case there is a legitimate interest of Raisin and thereby can be readjusted to the new circumstances. A legitimate interest is assumed in particular in cases where the legal situation changes, in cases of supreme court jurisdiction, in cases of changing market conditions, or a currency changeover or similar events. All customers are informed about any T&C change two (2) months prior to the date at which the changed T&C enter into effect in writing (letter, email or Postbox). As long

as the customer objects the changes within two (2) months the T&C in their previous version shall remain applicable. The T&C shall be assumed to be accepted by the customer in the revised version if the customer does not object within the aforementioned period and as long as he or she does not terminate. The revised T&C shall likewise be assumed if the customer continues to use the services of Raisin after the revised T&C have entered into effect. Raisin is committed to inform the customer in particular about his/her right of objection and the consequences of continuing to use the services. This information shall be contained in the notice about the change in the T&C at the beginning of the period.

Keytrade Bank SA/NV General Conditions of the Raisin Account

PART I: INTRODUCTION

1. PURPOSE OF GENERAL CONDITIONS.

- 1.1 Contractual Conditions:** The purpose of these general terms and conditions (hereafter the "*General Conditions*"), which are liable to amendment as stipulated in article 24., is to set out the contractual terms which govern the relations between Keytrade Bank S.A./N.V., boulevard du Souverain 100 at 1170 Brussels, Customer Service tel.: +49 30 770 191 295, e-mail: service@raisin.com, registered in the Brussels company register under number BE 0464.034.340 (hereinafter referred to as "the *Bank*") and its clients (hereinafter referred to as "the *Clients*"). If any of these provisions infringes a legal or statutory provision that protects a specific category of person (for instance the provisions of the Code of Economic Law, which protect Clients acting as consumers for the purposes of article I.1 2 of such Code), such provision shall be deemed not to apply to those persons. The nullity of one or several provisions of the General Conditions shall not affect the validity of the other provisions.
- 1.2 Raisin Account Only:** These General Conditions apply in relation to the Raisin Account only (as defined below). The Client acknowledges and insofar as necessary accepts that, notwithstanding anything herein to the contrary, the opening of a Raisin Account by the Bank does not imply any right to receive any other service from the Bank or to do any banking operation with the Bank other than operations on the Raisin Account as described herein. In particular, and without limitation to the generality of the foregoing, the Client may not, in relation to a Raisin Account, (i) open any other account with the Bank except with the prior approval of the Bank, which may be subject to the Client's acceptance of other contractual terms, (ii) deposit or trade financial instruments with or through the Bank, or (iii) receive any credit in any form from the Bank or have any debit balance on the Raisin Account. Any banking relationship with the Bank in respect of any product or service other than the Raisin Account (as defined below) is subject to the Bank's prior acceptance, in the Bank's discretion, and is subject to other general terms and conditions.
- 1.3 Raisin Conditions:** To the extent that the Raisin Account (as defined below) is proposed by the Bank in cooperation with Raisin GmbH, Immanuelkirchstraße 14a, 10405 Berlin, Germany, registered with the local court (*Amtsgericht*) of Berlin-Charlottenburg under HRB 146726 B (hereafter "*Raisin*") to clients of Raisin, the Raisin Account may also be subject to the general terms and conditions of Raisin (the "*Raisin Conditions*"), to the extent that the Raisin Conditions are consistent with the provisions of these General Conditions.
- 1.4 Non Exhaustive Conditions:** The General Conditions are deemed supplemented by the usage conditions of the Internet Site or Transactional Site, as may be set out on such Sites from time to time. Any access to the Internet Site or Transactional Site implies acceptance of such other usage conditions.

2. DEFINITIONS.

- 2.1 Capitalized Terms:** Capitalized terms in these General Conditions have the following meaning, unless the context commands another interpretation:

Address: means the Client's address, which is at all times incontestably presumed to correspond to (i) the residence / registered office of the Client indicated in the Banking Relationship Application, (ii) any other address indicated by the Client in the Banking Relationship Application as a correspondence address, or (iii) in the event of a change to the addresses applicable in accordance with sub-sections (i) and (ii) to any other address Notified by the Client to the Bank, or of which the Bank has been informed by reliable sources without the Bank being bound in respect of the Client by any research obligation in this respect.

Bank's Postal Address: means Raisin GmbH, P.O. Box 13 01 51, 13601 Berlin, Germany.

Business Day: means a day on which banks are open for business both in Belgium and in Frankfurt (Germany), with the express exclusion of Saturdays, from 9 a.m. to 4 p.m

Client: means any person in the name of whom a Raisin Account has been opened and is held by the Bank in accordance with the provisions of the General Conditions.

Email Address:	means the Client's electronic mail address, which is at all times incontestably deemed to correspond to (i) the electronic mail address indicated in the Raisin Account Application, or (ii) any other electronic mail address subsequently Notified by the Client to the Bank.
General Conditions:	means the present general conditions.
Identification Features:	means any set of security code(s) and/or technical equipment (digipass, etc.) provided by or on behalf of the Bank to the Client upon the opening of a Raisin Account, as may be varied by the Bank from time to time, and which must be used in order to access and log in to the Transactional Site and/or to authorize, validate or confirm Notifications, instructions or operations made or entered in the Transactional Site by the Client.
Internet Site:	means the website that can be accessed at the following address: www.raisin.com .
Notification:	means any correspondence or message whatsoever sent or addressed by the Bank to the Client, or vice versa, in accordance with the provisions of article 16; in that context, "Notify" means the fact of making a Notification.
Partner Bank:	means any bank, other than the Bank, with which the Client may open a term deposit or other deposit account, as such banks are listed from time to time on the Internet Site.
Partner Bank Account:	means any account opened by the Client with a Partner Bank pursuant to and in accordance with the General Conditions.
Payment Service:	means any service referred to under article I.9 of the Belgian Code of Economic Law.
Raisin Account:	means the account opened by the Bank in the name of the Client pursuant to and in accordance with the General Conditions.
Raisin Account Application:	means the Raisin Account application form and its possible annexes, available on the Internet Site and which must be filled in by and Notified to the Bank by the Client, for the purpose of applying for a Raisin Account.
Reference Account:	means an account in the name of the Client opened with a bank in the European Economic Area or Switzerland as mentioned by the Client in the Raisin Account Application, and from which funds to be credited to the Raisin Account shall originate, and to which funds standing to the credit of the Raisin Account may be transferred (to the exclusion of any other account except Partner Bank Accounts).
Raisin:	means Raisin GmbH, Immanuelkirchstraße 14a, 10405 Berlin, Germany, registered with the local court (<i>Amtsgericht</i>) of Berlin-Charlottenburg under HRB 146726 B.
Raisin Conditions:	means the general terms and conditions of Raisin.
Transactional Site:	a website dedicated to a Client, which contains information about and features allowing the operation of the Raisin Account of such Client and which is not accessible by any person other than the Bank, Raisin and such Client.

PART II: THE RAISIN ACCOUNT

3. NATURE & PURPOSE OF RAISIN ACCOUNT.

3.1 *Account Agreement:* All operations between the Bank and the Client shall be carried out in the context of an account agreement, in accordance with applicable banking laws and customs. Each operation between the Bank and the Client shall accordingly take the form of a credit or debit entry to the Client's Raisin Account, depending on whether the operation in question creates a right or an obligation for the Client towards the Bank. As a result, the Bank may take from the Raisin Account, and therefore debit that account with, all payments and expenses due to the Bank as well as any sums it is legally or contractually required to take (e.g., taxes).

3.2 *Internet Account Only:* The Raisin Account is accessible and manageable online only, through the Internet. Unless otherwise provided herein or as prescribed by law, the Bank shall not provide any service or information on the Raisin Account in any other form as electronically and online. The Raisin Account is therefore reserved for Clients who have a regular access to and a good command of a computer and an internet connection and who are acquainted with distance communications based on electronic features, such as electronic mails and internet browsing. By completing the Raisin Account Application, the Client is deemed to represent to the Bank that he/she has such a command. If for any reason, the Client ceases to have such a command, he/she must Notify the Bank accordingly and without delay.

3.3 *Restricted Euro Payment Account:* The Raisin Account constitutes a payment account which is meant to receive or make payments in euros only by wire transfers solely to/from the Reference Account or Partner Bank Accounts (and not, e.g., and without limitation to the above, to other Raisin Accounts). As a result, and without limitation to the generality of the above:

- (a) the Bank may refuse any payment to the Raisin Account from a bank account other than the Reference Account or a Partner Bank Account; and
- (b) cash withdrawals are not allowed, and, more generally, the Raisin Account does not give right to any payment method or device (payment card, direct debit mandate, etc.) other than a wire transfer to the Reference Account or to a Partner Bank Account ; and
- (c) no physical remittance of cash or securities or cheque tender shall be accepted by the Bank in order to credit the Raisin Account.

3.4 *Indivisible Obligations:* The obligations of the Client to the Bank, whether or not they are reflected in the Raisin Account, are indivisible.

3.5 *Unicity:* Should the Client, for any reason, and despite the other provisions of these General Conditions, appear to be the holder or co-holder of more than one Raisin Account, the Client expressly acknowledges that all such Raisin Accounts, shall form compartments of a single, indivisible

Raisin Account with the Bank, even if they are separate and have different identification numbers. All credit or debit operations between the Client and the Bank form part of such single Raisin Account and become simple credit and debit operations that generate a single credit or debit balance payable upon closing the business relationship between the parties. This unicity of account does not act as an impediment to each of the accounts of the Client, taken separately, generating debit interests during the term of the business relationship between the Bank and the Client.

3.6 *Connexion:* All Bank's claims on the Client and all Client's Claims on the Bank are connected and may be netted by the Bank even in the event of insolvency proceedings or legal restructuring, seizure or any other form of debt proceedings, subject to compliance with mandatory provisions of applicable laws. As a result, and without limitation to the generality of the above, if the Client is in default or risks being so for payment of a debt (particularly in the case of initiation of legal restructuring proceedings), all debts and obligations of any kind of the Client to the Bank become immediately payable. At its own initiative, the Bank may fully or partially net the debit and credit balances of the Raisin Accounts of which the Client is the holder or co-holder. The Client shall be informed of this afterwards via account statements.

3.7 *No Interests:* The Bank shall no pay interests on any balance standing to the credit of the Raisin Account.

3.8 *No Credit:* The Bank shall not grant credit on or to Raisin Accounts or their holder. The Client must therefore keep the balance of his/her Raisin Account in credit at all times. Any inadvertent acceptance by the Bank of a debit balance shall not in any circumstances constitute a right to maintain or occasionally renew that debit balance. The Bank may therefore put an end to this acceptance, demand immediate and full repayment of the debit balance at any time, and pursue recovery of all amounts due. All debit balances on accounts shall accrue interest, in full and without formal notice, in favor of the Bank at the debit rate (unauthorized overdraft) applied by the Bank for the currency concerned for the period for which the account shows a debit balance, as indicated in the "Interests" document, available on the Internet Site. The debit interest shall be calculated, based on the amount of the overdraft, by the nominal method, day by day, and based on a 365-day year.

3.9 *Risks:* Without limitation to the description of the risks inherent in any deposit, as may be described by the Partner Banks in the documentation that they provide to the Client, the Client is informed that any deposit with any bank, including in the Raisin Account or in any Partner Bank Account, involves the following risks:

- (a) default risk: in the event that the bank operating the deposit account becomes insolvent, that bank may be unable to pay the monies standing to the credit of the account, in which case a deposit protection scheme may indemnify the depositor, subject to certain conditions and limits. Deposits within the EU are protected up to an amount of 100,000 Euro for each client and institute according to the Directive 2014/49/EU. If the total deposit amount exceeds the maximum limit of the respective national deposit protection scheme there is a default risk for

the amount exceeding the maximum. In case of default of the respective national deposit protection scheme there is also a default risk for deposits within the maximum limit. For EEA countries which are not Member States of the EU different conditions may apply;

- (b) transfer risk: Economic or political instability in certain countries can lead to limitations in the right to withdraw deposits from these countries. These limitations could lead to a situation where the Client would not be able to recover deposits, even if the bank operating the account is solvent. Typical reasons for such a situation could be transfer restrictions or other changes in the law;
- (c) foreign exchange risk: where deposits are made in a currency other than the currency used in the country of residence of the Client, the Client may need to exchange currencies; yet, foreign exchange rates are subject to fluctuations and there may be limitations to the right of conversion of certain currencies in other currencies, limiting the right of the Client to obtain repayment of a deposit in the currency in which it was denominated.

4. ACCOUNT OPENING PROCESS.

- 4.1 **Eligible Clients:** The Raisin Account is solely intended for private clients (natural persons) of legal age, who meet the requirements set out in section 3.2, with permanent residence and tax residence in the European Economic Area or Switzerland (excluding Austria, Belgium and Germany) and who are clients of Raisin and have, in that capacity, accepted the Raisin Conditions. US citizens and US Green-Card Holder, and in general any US Person within the meaning of the U.S. Foreign Account Tax Compliance Act (FATCA) are not eligible for the Raisin Account. If a Client becomes a Green-Card Holder or a US person in the course of the business relationship with the Bank, the Client must immediately Notify the Bank. Notwithstanding anything suggesting the contrary in the General Conditions, no Raisin Account shall be opened in the name of minors or in the name of several persons. In addition, the Bank may subject the opening of a Raisin Account to Belgian residents to additional conditions, such as the opening of a standard account with the Bank or, e.g., for the satisfaction of the Bank's tax obligations, the adherence to the standard terms and conditions of the Bank.
- 4.2 **Raisin Account Application:** In order to enter into a banking contract with the Bank for the purpose of opening and operating a Raisin Account, the prospective Client must complete with sincerity and accuracy the online account registration form (the "*Raisin Account Application*") which the Bank makes available on the Internet Site. No other registration/application document shall be considered or dealt with by the Bank. The contents of that Raisin Account Application may be changed by the Bank at any time.
- 4.3 **Other Documents and Information:** In addition, any prospective Client may be required by the Bank to supply, online or otherwise as indicated by the Bank, any other information, document or evidence (regarding e.g., the Client or the Client's professional and economic activities, the origin of the funds expected to be credited to the Raisin

Account, or the Client's tax status), in particular where such other documents and information are required in order to place the Bank in a position to fulfill its legal obligations as they may vary from time to time, including its client identification obligations pursuant to applicable laws. The Bank may assume, without verification, that the information so Notified to the Bank is at all times true, accurate and complete unless Notified otherwise by the Client in accordance with section 4.4 below.

- 4.4 **Updates & Supplements:** The Client must at all times and promptly keep the information Notified to the Bank up to date, and the Bank may assume, without verification, that this is the case. Without limitation to the Bank's legal obligation or right to take any such updates into account more promptly, the Client may assume that the Bank has noted the Notified changes only as from the 7th day following their Notification. The Bank may also at any time and on its own motion, and without having to motivate or justify its request, require updates or additional information or documents for the same purposes as those mentioned in section 4.3 or as a result of a change in the Bank's procedures or policies.
- 4.5 **Beneficial Owners & Other Third Parties:** The Bank also has the right to require the same information and documents in respect of any person other than the Client who may be the beneficial owner of the Raisin Account, or who may have, for any reason whatsoever, including pursuant to any law in the jurisdiction of the Client, power and authority on the Raisin Account or any right on, interest in or title to the assets standing to the credit of the Raisin Account.
- 4.6 **Reliance on Information:** The Client acknowledges that the Bank decides whether or not to accept the registration of a new Client in reliance upon the information and documents Notified by the Client pursuant to the above provisions, and in particular on the faith of the Client's representations, waivers, and adherence contained therein. The Client warrants that all information and documents communicated to the Bank by the Client, at the opening of the Raisin Account or thereafter, are or shall be accurate, complete and not misleading in any material respect. The Client acknowledges that the Bank shall have the right to terminate the contract with the Client forthwith if the Bank has serious reasons to doubt the completeness, accuracy and genuineness of the information and documents it has received from the Client. The Bank shall also have the right (but no obligation) to verify the information and documents communicated by the Client, e.g. for the purpose of complying with Belgian or foreign (tax) laws. The Bank shall however not be liable to the Client, e.g. for adverse tax consequences of a Bank's action, except insofar as required by applicable law, if it does not verify the (consistency of the) documents and information communicated to it by the Client, even though such a verification is possible through publicly available sources of information.
- 4.7 **Account Opening:** The contract with the Bank shall be concluded and the Raisin Account opened when the Bank Notifies the Client of its acceptance of the Raisin Account Application. Acceptance shall be deemed Notified by the Bank to the Client upon Notification of the Identification Features. The Bank is not bound to accept any Raisin Account Application or to make a decision on the

acceptance of such an Application within a certain period. The Bank may refuse the opening of more than one Raisin Account per Client. The Bank cannot and does not warrant that the Client will have the right to open any account with any Partner Bank. The Client acknowledges that if no Partner Bank accepts to open an account in the name of the Client, the Client will not be able to effectively use the Raisin Account.

5. RIGHT OF WITHDRAWAL.

5.1 Principle: In the event that the Raisin Account is opened as a result of a contract which is deemed concluded at a distance, within the meaning of the Belgian Code of Economic Law, the Client has, under the conditions provided for by such Code (including the condition that the Client must be acting in relation to the contract outside his/her trade, business, craft or profession), a period of 14 days from the conclusion of the contract to Notify the Bank that he/she is withdrawing from the contract (hereafter the "right of withdrawal"). The right of withdrawal may be exercised by the Client without penalty and without indication of the reason. The period of 14 days shall be deemed to have been observed if the Notification was made to the Client before the end of this period. The Bank may refuse to activate the account and to implement or execute any instruction of the Client in relation to the Raisin Account during that withdrawal period.

5.2 Operations during Withdrawal Period: Any initiative of the Client with a view to using the Raisin Account during the withdrawal period implies the agreement of the Client to the execution of the contract resulting from the acceptance of the Raisin Account Application by the Bank, regardless of the fact that the withdrawal period has not yet expired at that moment. In such a case and if the Client subsequently exercises the right of withdrawal, the Client shall only be bound by payment of the services actually provided by the Bank in accordance with the Fee Schedule, and the other fees and charges paid to the Bank by the Client shall be reimbursed. If the Client does not exercise the right of withdrawal, the contract shall be maintained in accordance with its terms, including the General Conditions.

5.3 Effect of Withdrawal: The withdrawal by the Client of a contract concluded at a distance shall also bring about the cancellation of any other specific contract concluded between the Bank and the Client in the framework of or in the execution of the initial contract, without penalty and without prejudice to the possible securities that would have been granted to the Bank and which shall be applicable to guarantee the possible payment or reimbursement of any sum due to the Bank following the withdrawal of the contract.

5.4 Exceptions: Notwithstanding the above, the right of withdrawal shall not apply to the services of which the price depends on the fluctuations of the financial market on which the Bank has no influence and which may well occur during the withdrawal period (meaning in particular any foreign exchange operations, etc.) nor to operations fully executed by the parties at the express request of the Client before the latter exercises the right of withdrawal. Furthermore, the right of withdrawal shall only apply to the contract itself and not to the successive operations on the accounts carried out by the parties in the framework of this

contract through the application of these General Conditions.

6. JOINT RAISIN ACCOUNTS.

6.1 Creation of Joint Accounts: The Bank does not open Raisin Accounts in the name of several persons. In the event that, for any reason beyond the control, and despite the policy, of the Bank more than one person would have rights on a Raisin Account (e.g., by way of succession, etc.), the Account shall constitute a joint account in the name of all the persons who have adduced conclusive evidence of their right on the account. The Bank shall not have to inform any joint accountholder of the identity of the other the other joint accountholders.

6.2 Joints Rights & Obligations: Each such joint accountholder shall be a joint creditor or debtor for all the rights and obligations arising under such joint Raisin Account and may act alone on the Account as though he/she were the sole accountholder.

6.3 Single Notification: The Bank shall send all Notifications relating to the joint Raisin Account to one of the accountholders, and all Notifications sent to such accountholder shall constitute a valid Notification to all the joint accountholders.

6.4 Allocation of Rights: If the Bank is required to make a pronouncement on the ownership of assets credited to a joint Raisin Account before or to the authorities, a creditor of the accountholder, or any other third party, the Bank shall deem, without prejudice to any other arrangements made by the joint accountholders, to which the Bank shall remain alien and about which it must not inform itself, that the assets belong to each of the joint accountholders in the same proportion.

6.5 Taxes: Only the tax regime of the accountholder resulting from the information given in the Raisin Account Application shall be taken into account by the Bank for determining the tax regime applicable to the account, except where the Bank is required by law to otherwise determine that tax regime. Notwithstanding the foregoing, if one of the joint accountholders of the Raisin Account is a Belgian resident, the account shall be subject to applicable Belgian rules, including with regard to the tax regime.

7. SERVICES RELATING TO RAISIN ACCOUNT.

7.1 Scope of Services: The services that the Bank shall offer to the Client in relation to any Raisin Account shall exclusively consist of the following:

- (a) account opening and ongoing account servicing of a current account on a non-borrowing base, managed online ;
- (b) crediting the Raisin Account to the extent (subject to the reimbursement of the Bank's costs and subject to the Bank's fees, if any) of the monies actually received by the Bank from the Reference Account or from Partner Bank Accounts;

- (c) execution of domestic and foreign payment transactions from the Raisin Account to the Reference Account or to Partner Bank Accounts;
- (d) communication of client identification data in relation to the Client to the Partner Banks with whom the Client wishes to open a Partner Bank Account, such communication being expressly authorized by the Client;
- (e) execution of the account opening formalities with the Partner Banks chosen by the Client on behalf of the Client, it being understood that the Partner Bank Account shall be opened and maintained in the name of the Client exclusively, with the Bank having no control over such Account; and
- (f) support of the customer with regards to communication with the Partner Banks (e.g. electronic or postal submission of Client orders, including payment transaction orders, or documents in the course of opening a Partner Bank Account).

7.2 Extension of Services: The services of the Bank in respect of the Raisin Account may be extended at any time by the Bank, for all Clients, for certain categories or Clients, of for certain Clients individually. Without prejudice to the legal provisions requiring longer notice for certain services, they may also be altered, discontinued or restricted by the Bank, for all Clients, for certain categories or Clients, of for certain Clients individually, subject to a notice Notified fifteen (15) days in advance or without notice if the discontinuation of the service is justified for legitimate reasons, for instance those of security.

7.3 Normal Behavior: The Client shall undertake to use the Bank's services in good faith. Investment strategies involving the exploitation of errors of the Bank or generally implying trading activity that is abnormal shall not be tolerated by the Bank. If the Bank notices, at its own discretion and in good faith, that the Client is not acting in accordance with the above, the Bank shall have the right (i) to block the Raisin Account or deactivate the Identification Features, and/or (ii) to terminate the Client's contract with the Bank. Furthermore, the Bank shall not be bound by an operation concluded at a price, which the Bank can demonstrate was obviously incorrect at the time of the transaction or which the Client knew or should have known was erroneous at the time of the transaction.

7.4 Suspension of Services: The Bank reserves the right to block the Client's Raisin Accounts or to temporarily refuse to execute instructions given by the Client in respect of the Raisin Account, for objectively justifiable reasons such as the protection of third party interests, suspected use of the Bank's services to perform or facilitate fraudulent or illegal operations, refusal by the Client to respond to requests for information from the Bank or the need to carry out an analysis of atypical transactions. The Bank may also interrupt access to or certain features or functions of, the Internet Site, Transactional Site, or any other technical service offered by the Bank without notice: (i) in order to prevent or remedy insufficient function or breakdown of its machines, software or communications equipment; (ii) at the Bank's discretion, especially and without limitation, in the event of attempted piracy or misappropriation of funds,

or (iii) in order to carry out maintenance or to make upgrades or improvements. The Bank shall make every effort to inform the Client of any planned interruption whenever this is reasonably possible. The Bank may not be held liable for any prejudice arising from the suspension of the service.

7.5 Power of Attorney: The Bank may refuse the constitution of powers of attorney entitling persons other than the Client in the name of whom the Raisin Account is opened, to consult statements of accounts on the Transactional Site or give instructions to the Bank in respect of the Raisin Account. The Bank may also subject the constitution of powers of attorney to certain formalities or security features (such as, e.g., the use of identification and authentication measures specific to the proxyholder) or the execution of, or adherence, to certain other contractual documents.

7.6 Statements of Account: The account statements are made available in electronic form only on the Transactional Site. They are updated, as a minimum, at the close of every Business Day. Historical records of payments from/received in the Raisin Account are available for a period of eighteen (18) months. The information in the account statements available on the Transactional Site or on paper shall have precedence over information otherwise Notified by the Bank. The Client must regularly consult the Transactional Site, and the statements of account posted therein, and must report any error forthwith to the Bank (whether the error is in favor of the Client or of the Bank). The Client acknowledges that failure to do so may prevent him/her from complaining in due time, as provided in section 25.5. The Bank may at any time, and with no prior or subsequent express Notification to the Client correct any error that appears on the Internet Site or the Transactional Site, including with respect to statements of account, and debit or credit the Raisin Account accordingly. Unless the Client protests in due time, the statements of account shall be binding and constitute conclusive evidence.

7.7 Euro Only: Payments to or from the Raisin Account shall only be in euros. The Bank shall refuse any payment to/from the Raisin Account in any currency other than euro. As the case may be, if the Reference Account or a Partner Bank Account is not denominated in euros, the Client must arrange with the relevant Partner Bank or the bank holding the Reference Account, the conversion in euros of the sums to be paid to the Raisin Account or conversely, the conversion in the currency of the Partner Bank Account or of the Reference Account of payments received in euros from the Raisin Account. The Bank shall remain alien to such arrangements.

8. PARTNER BANKS ACCOUNTS.

8.1 Dealings with Partner Banks: The Bank shall assist and support the Client in the opening process of a Partner Bank Account only if and when the Raisin Account has been properly opened and credited, in accordance with section 4. The Bank reserves the right to reasonably subject such assistance to additional conditions, in general or on a case by case basis. The assistance of the Bank is limited to the transmission of information and documents, and to instruct, on behalf of the Client, Partner Banks to open Partner Bank Accounts. As a result, and without limitation to the generality of the above, the Bank does not verify or warrant

the validity of the contract relating to any Partner Bank Account. The Client shall indemnify the Bank for any damages suffered by the Bank (including if the Bank is held liable towards a Partner Bank) as a result of documents and information communicated by the Client to the Bank and transmitted by the Bank to a Partner Bank.

8.2 Selection by Client: The Client determines the Partner Bank with which to open a Partner Bank Account, among the Partner Banks proposed on the Internet Site, in the Client's discretion and under the Client's exclusive responsibility. The fact of proposing a list of Partner Banks does not constitute or imply any recommendation by the Bank to open any Partner Bank Account with any Partner Bank. Similarly, the Client determines the (types of) Partner Bank Accounts that the Client wishes to open (or, more generally, the types of products or services of the Partner Banks that the Client wants to subscribe to), in the Client's discretion and under the Client's exclusive responsibility. The fact of proposing a list of Partner Banks (Accounts) does not constitute or imply any recommendation of any type of Partner Bank Account (or, more generally, of any type of products or services of proposed by any Partner Bank). The Bank does not propose or provide any investment advice service in relation to the selection of any Partner Bank or of any product or service proposed by any Partner Bank, including Partner Bank Accounts.

8.3 Information on Accounts & Products: To the extent that the Internet Site or the Transactional Site contains information on the Partner Bank Accounts, and/or deposit or other financial product offerings of such Partner Bank, the Client acknowledges that such information is prepared and displayed under the control of the relevant Partner Bank. The Bank assumes no liability whatsoever for the form and substance of that information.

8.4 No Warranty: To the extent that all Partner Bank Accounts are opened by and in the name of the Client, the Client entirely assumes the risk of default by the Partner Bank. The Bank does not in any way warrant the creditworthiness of or risk of default by any Partner Bank.

8.5 Proper Instruction: No assistance regarding the opening of a Partner Bank Account shall be provided by the Bank, unless the Bank has been clearly instructed online to do so by the Client in accordance with the features and functionalities set out on the Transactional Site of the Client (including the use of the Identification Features). No other form or method of instruction to assist regarding the opening of a Partner Bank Account shall be considered or dealt with by the Bank, which shall ignore such other instructions as if they had never been issued.

8.6 Minimum Deposit: The Bank shall submit to the Partner Bank the account opening documents required for the requested Partner Bank Account, as well as the Client's declaration of will to deposit, only if the minimum deposit amount required for the opening of such Account is credited to the Raisin Account. Pending the opening process of the requested Partner Bank Account, the Raisin Account shall be blocked to the extent of that minimum deposit.

8.7 Acceptance by Partner Banks: The Bank does not warrant that the Client shall be accepted by the Partner Banks and that the Client shall have the right to open the

Partner Bank Account of his/her choice. Acceptance of the Client is decided by Partner Banks in their discretion. As a result, the Client is expressly informed that he/she may not be able to open the Partner Bank Account for which he/she has decided to open a Raisin Account.

8.8 Cancellation: Any instruction given to the Bank to open a Partner Bank Account may be cancelled by appropriate Notification to the Bank, as long as it has not been executed.

9. PAYMENTS.

9.1 Sufficient Funding: No payment instruction to pay any monies to any Partner Bank Account or to the Reference Account shall be executed (in whole or even in part) by the Bank as long as the Raisin Account is not actually credited accordingly. The Raisin Account shall be considered having sufficient funding if it has sufficient balance for the operation to be carried out in terms of principal, taxes, fees and payments due to the Bank (if any). The Bank shall however not be liable for any payment for which the Client's Raisin Account does not have sufficient funding. If the Bank executes a payment for which insufficient funding has been made, the Client shall be required to pay off immediately the negative balance of the Raisin Account and the Bank may, in order to pay off the negative balance, exercise all rights provided for by law or in the General Conditions.

9.2 First Payment: The first payment instruction to transfer monies from the Raisin Account to any Partner Bank Account shall be deemed complete on the Business Day following receipt by the Bank of the confirmation by the Partner Bank of the opening of the beneficiary Partner Bank Account (together with a communication by the Partner Bank of all account details that are required in order to enable the Bank to execute the payment instruction).

9.3 Date of Payment Instructions: Payment instructions to the Bank are deemed received on the Business Day following the date on which the Notification of that instruction is deemed received by the Bank in accordance with section 16.7.

9.4 Consent: Payment instructions must be entered online on the Transactional Site in accordance with the features and functionalities appearing on that Site. They must be entered together with the Identification Features. If such Identification Features are properly used, the payment shall be deemed to have been authorized by the Client.

9.5 Valid Instruction: The instructions must be complete accurate (e.g. date, amount to be paid, etc.) and respond to all questions appearing on the Transactional Site. In particular, payment instructions must contain the identifier of payee account and of the bank holding such account with the identifier (IBAN/ BIC Code) provided by such bank. Any payment instruction executed in accordance with the identifier shall be deemed to have been executed correctly even if the Client has provided additional information on the payee account or its accountholder. However, the Bank shall verify, as far as technically possible and without manual intervention, that the identifiers used by the Client are consistent. If not, it shall refuse to execute the payment instruction and Notify the Client of its refusal. Without prejudice to this obligation of the Bank, if the identifiers

provided by the Client are incorrect, the Bank shall not be liable for non-execution or defective execution of the payment instruction. If as a result of the improper identification of the payee account, a payment is made to an account other than the Reference Account or a Partner Bank Account, the Bank shall however, in such a case, make reasonable efforts to recover the funds involved. It may charge costs in that regard.

9.6 Execution Date: Without prejudice to the right of the Bank to execute a payment instruction before that, the Bank shall execute a payment instructed by the Client as soon as possible, and at the latest with one Business Day following the date on which the instruction is deemed received by the Bank.

9.7 Usual Reserves: If, without being required to do so, the Bank credits a Raisin Account before it has actually received the funds to be so credited, such a credit shall always be made under the usual reserves in the banking sector. This

means in particular that if the Bank does not receive such funds, it shall therefore be authorized to debit such Account with the amount credited under the usual reserves, plus all costs and any applicable foreign exchange conversion costs. If the credit is made in a foreign currency, the debit shall be made in the same currency. This provision is applicable even if one of the Bank's correspondents has sent it a completion advice confirming the transfer of the funds.

9.8 Cancellation: Any instruction given to the Bank to transfer any monies to a Partner Bank Account (or to the Reference Account) may be cancelled by appropriate Notification to the Bank, provided that such cancellation Notification is deemed received by the Bank prior to the applicable execution date.

PART III: PAYMENT SERVICES

10. PURPOSE OF PART III.

10.1 Scope: This Part III supersedes the other provisions of the General Conditions insofar as they apply to payment services within the meaning of Book VII of the Belgian Code of Economic Law, if (despite article VII.3 §1, 11° of that Code) such legal provisions would be considered applicable in relation to the Raisin Account, and only to the extent contemplated by article VII. 2 of that Code.

10.2 Clients Other Than Consumers: Articles VII.27, § 3, VII.28, VII.34, VII.36 through VII.38, VII.41, VI.49 through VII.51, and VII.55, § 1, and the provisions of these General Conditions which reflect an obligation of the Bank pursuant to such articles, do not apply to the benefit of Clients who are not consumers within the meaning of the Belgian Code of Economic Law.

11. VALUE DATES.

11.1 Payments to Raisin Account: For all payments made to the Raisin Account, the value date of the crediting of the Client's Raisin Account corresponds to the Business Day on which the amount of the payment is credited to the Bank's account.

11.2 Payments from Raisin Account: The following execution times shall apply when payments are made from the Raisin Account to either the Reference Account or a Partner Bank Account:

- (a) the Bank sees to it that the amount of the payment is credited to the bank holding the Reference Account or the Partner Bank Account by the end of the Business Day following the date on which the Bank is deemed to have received the payment instruction; and
- (b) the value date of the debiting of the Client's Raisin Account is at the earliest when the amount of the payment is debited from the Bank's account.

12. LIABILITY FOR UNAUTHORIZED PAYMENTS.

12.1 Duty To Report: The Client must inform the Bank of any unauthorized payment he/she notices. He/she must do so immediately and at the latest thirteen months after the value date of the debit resulting from the payment concerned, in accordance with the provisions of section 16. Any request for correction or indemnification addressed after this term or which is not properly Notified shall not be admissible unless the Bank has failed to make available to the Client the information regarding the relevant payment in accordance with section 7.6.

12.2 Refund: Without prejudice to the Notification required pursuant to the above provision, the Bank shall, in the case of an unauthorized payment, after a *prima facie* investigation for fraud on the part of the Client, refund immediately the Client the amount of the unauthorized payment and, where applicable, restore the Raisin Account to the state in which it would have been had the unauthorized payment not taken place. The Bank shall further indemnify the Client for all other financial consequences, and in particular for the costs borne by the Client in determining the prejudice to be indemnified.

12.3 Client's Risks: By derogation from section 12.2, the Client shall bear the losses, up to a maximum of 150 €, relating to any unauthorized payment made before the Notification of the unauthorized use is made as provided in section 12.2. This limitation shall not apply, and the Client shall thus bear all the losses, including those in excess of 150 €, if he/she incurred losses as a result of his/her fraudulent action or as a result of a willful or gross negligence in performing one or more of his/her obligation relating to the conditions of use of the Transactional Site or of the Raisin Account, the security measures imposed by the General Conditions, or the obligation to Notify forthwith the unauthorized payment. Unless the Client has acted fraudulently or intentionally, he/she shall bear no loss if the payment has been instructed without using or complying with the Identification Features

12.4 Losses Post Notification: The Client shall not bear any loss resulting from unauthorized payments made after the

Notification required by section 12.2, provided that the Client did not act fraudulently.

13. LIABILITY FOR FAILED PAYMENTS.

13.1 *Duty To Report:* Section 12.1 applies also with respect to unexecuted payments or defective payments.

13.2 *Client As Payer:* The Bank is liable for the correct execution of the payment validly instructed by the Client unless it can prove to the Client and, where relevant, to the Reference Bank or the relevant Partner Bank, as the case may be, that such bank received the payment within the periods provided under section 11.2. In case of defective payment (e.g., to a wrong account), it shall, if necessary and without undue delay, refund the Raisin Account with the amount of the defective payment. The Bank is also liable for the costs and interests charged to the Client because of the non-execution or defective execution of the payment and for the additional damages related to other potential financial consequences.

13.3 *Client As Payee:* The Bank is liable, towards the Client, for the non-execution or defective execution of a payment to the Raisin Account, when the bank holding the Reference Account or the Partner Bank Account, as the case may be, demonstrates that the Bank has received the payment in due time. In this case, it shall immediately credit the Raisin Account with amount of the payment. If the Bank is liable,

it shall be liable to the Client for any charges and interest incurred, and the Client shall be entitled to an additional indemnity for other possible financial consequences.

13.4 *Investigation Duty:* Whether or not the Bank may be held liable for an unexecuted or defective payment, when a payment has not been properly executed, the Bank shall endeavor immediately to trace the payment and shall Notify the outcome of its investigation to the Client.

14. MISCELLANEOUS PROVISIONS REGARDING PAYMENT SERVICES.

14.1 *Information:* The Client may ask at all times a copy of the contractual provisions relating to the payment services (i.e., the General Conditions and Fee Schedule), as well as of the information and conditions provided by the provisions of the Belgian Code of Economic Law pertaining to payment services on any durable data storage medium to be provided via the Client's Postbox available in the Transactional Site.

14.2 *Change In Prices:* The prices listed in the Fee Schedule relating to Payment Services (if any) may be altered by the Bank subject to a Notification to the Clients at least two months prior to its coming into effect.

PART IV: GENERAL PROVISIONS

15. FEES & OTHER COSTS.

15.1 *Free Account:* The Bank receives a remuneration from Raisin for the services to be provided by the Bank in respect of the Raisin Account. As a result, no fee is charged to the Client by the Bank for the opening, maintenance and operation of the Raisin Account, except as mentioned in section 15.2.

15.2 *Special Charges:* Certain operations on the Raisin Account, as mentioned in the documents "Fee Schedule" available on the Internet Site, are subject to the charges mentioned therein. Other fees, charges, interests, etc. may also be charged by Raisin or Partner Banks for their services.

15.3 *Changes:* The documents "Fee Schedule" may be modified by the Bank at any time, without notice. The prices listed therein apply to all operations occurring after they have been amended. The prices applicable to each operation are those in force on the date on which the Bank carries out the operation. The Client must check the applicable prices prior to any operation.

16. NOTIFICATIONS.

16.1 *Notifications among parties:* Without prejudice to the legal regime applicable to electronic signatures, and except as expressly provided otherwise in the General Conditions, the Bank and its Clients may exchange any Notification by the various means of communication listed in section 16.3

below for Notifications made by the Bank and in section 16.5 for Notifications made by Clients.

16.2 *Email & Postbox are Essential:* By communicating his/her email address, the Client specifically accepts that any information that has to be communicated to him/her by the Bank on a durable data storage medium of which he/she could have legally requested communication on paper, be communicated to him by the Bank by electronic mail as described above, or by any other appropriate means of distance communication. The Client confirms that he has been informed that in communications intended for Clients, the Bank favors electronic mail (including to the Postbox of the Client in the Transactional Site) or posting on the Internet Site or Transactional Site over other means of communication. A acceptance of such modes of communication by the Client, wherever this is legally permitted, is a prerequisite for the contractual relationship as far as the Bank is concerned.

16.3 *Notifications by Bank:* The Bank may act: (i) by electronic mail (with attachments where necessary) sent to the Client's Email Address or to the Client's Postbox available in the Transactional Site (subject to a Notification by electronic mail to the Email Address of the Client informing the Client that a message has been sent to such Postbox), or in the event of a response to an email that indicates that it has been sent by the Client, from whatever email address, to this email address, (ii) by notice posted on the Transactional Site, or for messages of general scope and intended for all Clients, by notice posted on the Internet Site, (iii) by any other form of communication via an electronic medium (including SMS to the mobile telephone number provided by the Client), and (iv) by letter sent by ordinary post or registered mail to the Address of the Client,

(v) by delivery to the Client with acknowledgement of receipt, or (vi) by fax to the fax number stated in the Raisin Account Application (if any). The Bank may also communicate with its Clients, for example in emergency situations, via the telephone or mobile telephone number indicated in the Raisin Account Application or later Notified by the Client to the Bank notably through the Transactional Site.

16.4 Regular Consultation of Postbox: Clients undertake to regularly, and at least once a week, consult the Transactional Site in order to read messages from the Bank in the Postbox. The Client acknowledges that failure to do so may prevent him/her from complaining in due time, as provided in section 25.5.

16.5 Notifications by Client: The Client may act: (i) online via the Internet Site while abiding by the functionalities available on the Internet Site or Transactional Site, and using the Identification Features, including for Notifying instructions to the Bank; (ii) by an email sent by the Client from his/her Email Address or via the Client's Postbox available on the Transactional Site; (iii) by ordinary or registered letter sent to the Bank's Postal Address; and (iv) by telephone at tel. number +49 30 770 191 295, it being understood that the Bank has the right not to take into account Notifications received by telephone if it has doubts as to the identity of the caller, and it also being understood that the Bank may in any case request, prior to taking such Notification into account, that it be confirmed by ordinary postal letter or by email, in which case only that communication shall be deemed to constitute a Notification. The Bank shall ignore any other form of notification or notifications made in a form other than through the Notification of the standard form which is, as the case may be, made available by the Bank on the Internet Site or Transactional Site. The Bank may also (but is not required to) refuse to take account of or follow up a Notification from the Client if (i) the Notification is incomplete or ambiguous, (ii) the Notification has been drawn up or is accompanied by supporting documentation drawn up in a language other than the languages referred to in section 25.7, or (iii) in the Bank's reasonable opinion, the authenticity of the Notification is doubtful.

16.6 Risks: The Client alone shall bear the risk and full liability inherent in fraudulent use of his/her Email Address, or any other remote communication instrument or for the dispatching by an unauthorized third party of an email, or any other remote communication instrument fraudulently indicating that it has been drawn up and sent by the Client.

16.7 Effective Date: Communications by electronic mail (including to the Postbox of the Client on the Transactional Site) or any other electronic medium shall be deemed to have been received by the addressee on the date on which they are sent, or if they are made by "posting" on the Internet site or Transactional Site, on the day on which the "posting" is effected. Communications by ordinary mail shall be deemed to have been received on the third Business Day following the day of dispatch to the post. Notifications by registered letter shall be deemed received on the date of first presentation by the post office.

16.8 Temporary Restrictions: The Bank may at any moment, subject to an ordinary warning notice on the Internet Site,

and especially for reasons of security and confidentiality, restrict or suspend Clients' rights to use any of the above-mentioned means of Notification other than ordinary postal letter sent at the Bank's Postal Address. This decision may be taken generally for all Clients, for categories of Clients, or for certain Clients individually. In the latter case, the above-mentioned warning shall be posted on the Transactional Site of such Clients.

17. PLEDGE.

17.1 Pledged Account: All assets, in whatever the currency, which are, or shall in the future be credited to any Raisin Account of a Client, and more generally speaking all assets that the Bank may owe to such Client, shall be allocated to the constitution of a first-ranking pledge, securing the payment of all obligations of such Client to the Bank. The pledge shall be constituted in favor of the Bank within the meaning of the Law of 15 December 2004 on Financial Collateral by their registration in the account, and shall remain in effect until payment in full of all sums, in principal, interests, charges and other accessories payable to the Bank by the Client. The accounts in credit from which the assets have been taken are therefore considered as special accounts pledged in favor of the Bank, which accepts this pledge. The Bank is entitled to take, if applicable for and on behalf of the Client, all measures that it considers necessary or desirable in order to make the pledge enforceable against third parties, to inform the third parties of its existence or protect its rights. The Client undertakes however to complete all the necessary formalities so that the Bank can assert all its rights resulting from this article.

17.2 Enforcement: Any non-compliance by the Client with one of his/her payment obligations to the Bank constitutes a default of execution, authorizing the Bank to take any of the following measures, at the expense, risk and peril of the Client without the Bank incurring any liability as a result. The Bank may proceed with the liquidation, in whole or in part, of the Client's open commitments and positions. In addition, the Bank may, without formal notice and to the extent permitted by the law, keep the assets pledged, realize them or appropriate them, notwithstanding any insolvency or seizure procedure or any other situation of judicial reorganization between creditors of the Client or third parties constituting the pledge. The product of settlement/realization shall be allocated to the payment of the guaranteed debt, by charging it to interest, the charges and then on the capital to the extent permitted by law. In the event of the appropriation of assets by the Bank, the assets shall be evaluated at the value at which they were booked into the account (subject to conversion in the currency in which the guaranteed debt is denominated, at the then applicable exchange rate applied by the Bank) and the assets shall remain with the Bank by way of payment and shall be applied to the Bank's claim on interests and charges, and then on capital to the extent permitted by the law. Any balance shall return to the Client.

17.3 Use of Pledged Assets: The Client may use the pledged assets (including with a view to a security for the benefit of a third party) in the amount in excess of the amount of the Bank's claim at any time. It shall be possible for the pledged assets to be substituted by other assets equivalent to those originally pledged, in accordance with the legal provisions applicable to this faculty of substitution, by the simple

registration on an account of those other assets which shall follow the same regime as the initially pledged assets, with no possibility of their being considered as constituting a new security.

17.4 Assignment of Claims: Provided the legal provisions and restrictions have been respected, the Client also assigns to the Bank, by way of guarantee, all the claims that the Client has or shall have on any Partner Bank. The Client undertakes to supply the Bank, at its request, with all information and documents relating to these assigned claims. He agrees that the Bank itself shall obtain the information or documents that it wishes to obtain from the holders of the assigned claims. If a Client fails to honor or fulfill any of his/her obligations towards the Bank, the Client authorizes and instructs the Bank, irrevocably until all sums payable to the Bank have been paid to it in full, to collect or receive, according to the methods laid down by the Bank, the payment, proceeds or income from the claims mentioned above, in the Client's name and on his/her behalf, if and to the extent at which the Client has defaulted on payment, of any sum due to the Bank.

18. SECURITY.

18.1 Warning: The Client is aware that the use of the Transactional Site may generate specific risks associated in particular with technical or transmission problems that may occur when using a computer or internet or on the network of the Bank, and which may prevent or suspend the use of service, or that are associated with the abusive, fraudulent or unauthorized use of the Identification Features, or with the interception of data relating to the Client or his/her accounts, by a third party through hacking, pirating, falsification or theft. Although the Bank implements state-of-the-art technologies (which may vary from time to time) in order to prevent such risks, the Bank cannot and does not warrant that they will never materialize.

18.2 Identification Features: The Client may only access the Transactional Site (for the purpose of consulting the balance of the Raisin Account or giving instructions to the Bank to be executed on the Raisin Account) in compliance with the procedures and security features requiring the proper use of the Identification Features.

18.3 Client's Undertaking: The Client must fully and diligently cooperate in preserving the security and confidentiality of the Transactional Site. In particular, the Client warrants that the Identification Features shall at all times remain strictly personal to the Client and confidential, and that they shall not be given, shared or communicated by the Client to or with any other person (including any proxy holder, as the case may be, family members, or friends). In general, the Client undertakes to implement security measures which are adequate to safeguard the personal and confidential nature of such Identification Features, and to prevent any access to or illicit use of such Features by any person other than the Client.

18.4 Required Precautions & Notices: The Client also agrees to respect the following cautionary measures, as well as any other reasonable measure notified by the Bank from time to time in order to guarantee the security and confidentiality of the Transactional Site:

- (a) have all usual and recommended security features for his/her computer or mobile device as firewall, spyware, antivirus, etc.;
- (b) return to the Bank the equipment that may have been provided by the Bank as part of the Identification Features when such equipment is defective or unusable or as soon as a new Identification Features are implemented by the Bank;
- (c) if the Identification Features include codes that can be changed by the Client, change his/her codes as soon as they are received (without using easy combinations such as birth date, name of a loved one, etc.), memorize such confidential codes and immediately destroy the documents through which the codes were provided;
- (d) never write such confidential codes in a form that is easily recognizable, even in a coded form, in particular on or near the computer through which the Transactional Site is generally accessed;
- (e) only use the codes and equipment provided by the Bank in a safe place, away from the view of others and without getting distracted; and
- (f) immediately disconnect from the Transactional Site when the Client has finished using the Transactional Site.

18.5 Loss of Identification Features: The Client must immediately inform the Bank of any fact that may result in a fraudulent, abusive or unauthorized use of the Identification Features or any concern regarding this matter. In particular, in the event of loss or unauthorized use of any or all of the Identification Features of the Client, the Client must Notify the Bank accordingly and without delay, by contacting the help desk (tel. number +49 30 770 191 295), which is open on every banking day in Frankfurt (Germany) from 8:30am to 6:30pm. This phone call must be confirmed on the same day by an e-mail sent to service@raisin.com. The Raisin Account and related Payment Instruments shall be blocked and/or the Identification features deactivated by the Bank no later than the calendar day following the receipt of the Notification. If the Transactional Site provides for that functionality, the loss, theft or abusive use of the Identification Features must also be Notified to the Bank immediately via the Transactional Site, by clicking on the tab intended for this purpose. The Client must also Notify the Bank immediately if his/her identity card is lost, stolen or fraudulently used.

18.6 Suspension: The Bank reserves the right to block or deactivate the Identification Features for objectively justified reasons related to the security of these Features, the suspicion of unauthorized or fraudulent use of these Features. The Bank shall inform the Client of the blocking/deactivation of the Features and of the reasons for such blocking/deactivation at the latest immediately thereafter unless giving such Notification would compromise objectively justified security reasons or is prohibited by other relevant legislation. The Bank shall send new Identification Features or unblock the

blocked/deactivated Features as soon as the reasons for blocking/deactivation no longer exist.

18.7 Usage of Transactional Site: Any access to the Internet Site or Transactional Site implies acceptance of the usage conditions of the Internet Site, available at the address www.raisin.com.

19. LIABILITY.

19.1 Obligations of Means: All the Bank's obligations are means-based (i.e., obligations to use reasonable efforts to perform the services) and not results-based.

19.2 Wilful or Gross Negligence: Without prejudice to the other provisions of the General Conditions (e.g., sections 4.7, 8.3, 7.4, or 25.2) or other limitations of liability that apply by operation of law, the Bank shall only be liable for its wilful negligence ("*dol/bedrog*") or gross negligence ("*faute lourde/ zware fout*"). It shall not be liable for any other type of negligence, or for the negligence of its agents or sub-contractors, unless it has committed a willful or gross negligence in the selection or oversight of such agents and subcontractors, including Raisin.

19.3 Direct Damages: In all circumstances in which the Bank may be held liable, the liability shall be restricted to direct prejudice, i.e. prejudice that constitutes the necessary and inevitable consequence of the Bank's fault, and shall not in any circumstances give rise to compensation for indirect prejudice of a financial, commercial or other nature, such as, in particular, an increase in overheads, disruption of timetables, or loss of profits, income, reputation, clientele or economic savings. The Bank shall not be required to compensate any loss of a chance of realizing a profit or avoiding a loss.

19.4 Force Majeure & Other Laws: The Bank may not be held liable for any prejudice for the Client resulting directly or indirectly from events of *force majeure* or measures taken by the Belgian or foreign authorities. Without this being an exhaustive list, the following events shall be considered to constitute an event if *force majeure*, without the Bank having to prove their unforeseeable nature, and even if they are not fully beyond the Bank's control and/or if they do not make performance of the contract by the Bank totally impossible: (i) fire, flood, power shortage or similar events, (ii) strike action by its staff, (iii) operations ordered by persons upon whom powers are conferred in the event of war, disturbance, riot or occupation of the territory by foreign or illegal forces, (v) errors, deficiencies or interruptions in the activity of Belgian or foreign telephone or internet services or of any other service provider in the field of information within the meaning of the Code of Economic Law, and (v) Belgian or foreign legal or regulatory restrictions that prevent the return to the Bank of monies owed to the Bank by the Partner Banks, or the Bank's correspondents or sub-depositories, or by the Bank to its Clients. With regard in particular to the Internet Site, Transactional Site, or any other of the Bank's technical services, the Bank undertakes to implement suitable means consistent with current technical standards and practices in the financial sector to ensure an access to and the proper functioning of the Internet Site, the Transactional Site, and its other technical organization. If, despite these precautions, certain technical problems arise, they shall also

be deemed to constitute an event of *force majeure*, unless the Client demonstrates a willful or gross negligence of the Bank in implementing these precautions. The Bank shall not be liable either in relation to payment services, where the Bank or another payment service provider is bound by other legal obligations covered by national or Community legislation.

20. EVIDENCE.

20.1 Free Evidence: The Bank's books and documents shall be deemed conclusive until proved otherwise. Notwithstanding article 1341 of the Civil Code, regardless of the nature or total value of the legal act to be proved, the Client and the Bank agree that each of the parties may prove one or other of their allegations by any legally admissible means in a commercial matter, in particular by means of a copy or reproduction of an original document. Unless the other party can prove otherwise, the copy or reproduction of the document shall have the same force of proof as the original.

20.2 Electronic Proof: Without limitation to the generality of the foregoing, the content and date of (i) access to the Transactional Site by the Client, (ii) Notifications (including Notification of acceptance of certain documents or Notifications, by way of clicking on icons labelled such as "I accept") or payment instructions are recorded, and unalterably stored and traceable on a durable electronic/digital medium under the control of the Bank. Such records shall constitute conclusive evidence, in the same way as an original signed document on a paper medium.

20.3 Electronic Signature: The present clause does not limit the modalities of proof which result from the possibly applicable rules on the electronic signature.

20.4 Telephone Conversations: Telephone calls between the Bank (or its agents and sub-contractors acting on behalf of the Bank) and the Client may be recorded by or on behalf of the Bank for the purposes of proof, whether the call originates from the Bank or the Client. Such recording shall have the same evidentiary value as an original written document on a paper medium signed by all parties, and may be produced in court in the event of litigation. The recording shall be kept by the Bank for the period needed to carry out ends that it is pursuing, except in the case of a complaint from the Client. In this latter case, the recording of conversations relating to facts connected to this complaint shall be kept until this complaint is fully and definitively resolved.

21. DECEASE.

21.1 Notification of Death: In the event of the death of a Client, the Bank must be Notified of such fact immediately by his/her heirs and/or successors, with regard to whom the Client's obligations are indivisible. The Bank may Notify to the Client at any time that the Client must report to the Bank the death of his/her spouse (which, for the purpose of this clause shall also mean any cohabitant of the Client who is, in accordance with applicable laws, granted the same rights as a spouse). In such a case, the Client shall have to report the death of his/her spouse.

21.2 Freezing of Raisin Account: As soon as the Bank is informed about the death of a Client, it may freeze the Client's Raisin Account and/or report the balance of the Raisin Account to competent authorities, in Belgium or in the country of residence of the Client, if the Bank reasonably believes that this is required in order for the Bank to comply with tax or legal obligations arising as a result of the death of the Client. Unless the Client has adduced satisfactory evidence that this is either not required or permitted as far as the Client is concerned, the Bank may act upon the death of such Client as if Belgian civil and tax laws of succession were applicable. The assets held by the Bank in the name of the deceased shall be discharged in favor of the heirs and/or successors who shall have adduced satisfactory evidence of their title to, right on or interest in the Raisin Account in accordance with applicable succession laws. The Bank may in that regard require any documents that the Bank may deem necessary or useful for the demonstration of such title, right or interest. The Bank shall check these documents thoroughly but shall not be liable in the examination of their authenticity, validity, translation or interpretation, especially when documents compiled in a foreign country are involved. To the extent permitted or prescribed by law, the Bank may however, despite and during a possible freezing period, upon request by the heirs/successors of the Client, keep a certain amount available for such heirs or successors.

21.3 Termination of Contract: The Bank may also, to the extent permitted by applicable laws, terminate the contract and close the Raisin Account of the deceased, forthwith upon the Notification of the death, in which case, section 23 shall apply.

21.4 Disclosures: Nothing herein limits the right of the Bank under section 22.3 to disclose any information on the Client and the Raisin Account of the Client to whatever tax, administrative or judicial authorities in any country, and to the persons in charge of organizing the devolution of the estate of the deceased, when the Bank is reasonably requested to make such a disclosure.

22. PERSONAL DATA & PRIVACY.

22.1 Data Collected: Data of a personal nature relating to the Client, especially data relating to their identity, place of residence, their residence status, personal and tax status, marital status, financial status, financial experience, and assets and to the operations made or contemplated on the Raisin Account, shall be recorded in one or more of the Bank's files in accordance with applicable laws. The Bank shall act in respect of that personal data as "Data Controller", within the meaning of Directive 95/46/EC of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. This is without prejudice of the right of the Bank to cause such data to be processed in accordance with applicable laws, by third parties. The Bank may also act as "Data Processor" (within the meaning of the above mentioned directive) of certain personal data of the Client and for which the "Data Controller" is Raisin.

22.2 Purposes of Collection: By accepting the General Conditions, the Client indicates that he agrees to his/her data being recorded and processed by the Bank for administrative purposes, for the purposes of account and

operations management, the management of contractual relations, the prevention of money laundering and the financing of terrorism, the prevention of fraud, the compiling of market analyses, statistics and tests, and for commercial canvassing and direct marketing in relation to banking, financial and insurance products, or other products promoted or sold by the Bank or by companies belonging to the group of which the Bank is part, and finally for the purpose of complying with legal obligations. When the Bank collaborates with third parties processing the Client's data, these third parties are required to maintain the confidentiality of the Client's personal data and take the measures needed to ensure such protection. The Client's data may also be used by the Bank for marketing products and services offered by third parties, although the Bank shall not permit the communication of the Client's data to these third parties. The Client may object to the processing of his/her data for commercial canvassing or direct marketing purposes free of charge, by sending an email to the address service@raisin.com.

22.3 Communication to Third Parties: The Client indicates that he agrees to the Bank's communicating personal data relating to him to companies belonging to the group of which the Bank is a part and to correspondents and sub-contractors with which the Bank works, including in particular Raisin and the sub-contractors of Raisin. Such agreement shall apply if data is communicated to the persons listed above in a country that is not a member of the European Union but is considered as guaranteeing an adequate or equivalent level of protection. The Client acknowledges and, in so far as is necessary, accepts that the Bank may also be required, in accordance with applicable laws, to communicate certain information or documents on Clients, their Raisin Account and operations to market and supervisory authorities or to other tax, administrative or judicial authorities. In particular, information on the Raisin Account shall be reported by the Bank to the National Bank of Belgium, and such information may be disclosed to Belgian tax authorities or to foreign tax authorities pursuant to rules governing the exchange of information in tax matters.

22.4 Consultation & Rectification: The Client may consult the data concerning him/her and may obtain correction of any inaccurate data, by sending an email to the address service@raisin.com. Additional information may be obtained at the Public Register from the Commission for the Protection of Privacy in Belgium.

23. TERM & TERMINATION.

23.1 Undetermined Period: The contract concluded between the Client and the Bank in relation to the Raisin Account is made for an undetermined period.

23.2 Termination Notice: Without prejudice to section 24.2, the contract may be terminated by the Client, at no costs, without justification, provided three Days' notice is given, in a registered postal letter sent to the Registered Office of the Bank. The contract may also be terminated by the Bank, at no costs and without justification, provided two months' notice is notified to the Client. For the avoidance of doubt, such Notification may be in the form of the copy of a letter sent as a PDF attachment to an email to the Client.

23.3 Termination for Cause: By derogation to the above, the contract may be terminated forthwith by the Bank, even without notice, in the cases where the General Conditions provide for such a right or termination, and in particular, without limitation:

- (a) if the Client has committed a material breach of the contract subject to the General Conditions; "*serious breach*" is understood in this context to mean, among other things, non-compliance with security procedures by the Client, failure to fulfill an important obligation, any abusive use of the Bank's services, a persistent default in responding to Notifications from the Bank, a failure to provide promptly the updates, or additional information and documents which the Client is required to Notify pursuant to section Updates & Supplements;
- (b) if the Bank's confidence in the Client is significantly damaged;
- (c) if the Client ceases to be eligible for a Raisin Account, in accordance with the conditions set out in section 4.1, e.g., the Client ceases to be a resident of a country of the European Economic Area or of Switzerland and/or the Client becomes a U.S. Person or a U.S. Green Card Holder;
- (d) if the Client remains, for a period of five years, without any Partner Bank Account;
- (e) if the Client has closed the Reference Account indicated in the Raisin Account Application without Notifying to the Bank a new Reference Account acceptable by the Bank;
- (f) in accordance with section 24.2;
- (g) in accordance with section 21.3; and
- (h) in the circumstances contemplated by section 4.7.

23.4 Payments in Progress: Termination of the contract concluded on the basis of the present General Terms and Conditions shall not prejudice payments or other operations in progress, but no Client's instruction shall be executed by the Bank if it is deemed received after the termination has become effective.

23.5 Effect of Termination: Termination of the contract shall imply the closing of the Raisin Account, and shall render all the mutual debts between the parties payable immediately, i.e., the credit balance of the Raisin Account is payable to the Client and conversely if the Raisin Account shows, for any reason beyond the control of the Bank, a debit balance. Notwithstanding any other request of the Client, when the termination becomes effective, the credit balance on the Raisin Account shall be paid by the Bank on the Reference Account, and to the Reference Account only, with no extra costs. If no Reference Account is then available and/or the credit balance is returned to the Bank by the bank holding the Reference Account, the credit balance shall, to the largest extent permitted by law, be paid by the Bank to the "Caisse des Dépôts et Consignations/Deposito-en consignatiekas" (Deposit and Consignment Office) in Belgium. The Bank shall also have the right (but no

obligation) to request the Client to Notify a new Reference Account for the purpose of paying the credit balance.

23.6 Effect on Partner Bank Accounts: In the event that the contract between the Bank and the Client is terminated by the Client prior to the expiry of Partner Bank Accounts, the termination only becomes effective when all deposits on Partner Bank Accounts have been transferred back to the Client's Raisin Account, which typically occurs at the regular expiry of the Partner Bank Accounts. If the Client wants to accelerate the termination of his/her Raisin Account so that the termination becomes effective before the regular expiry of his/her Partner Bank Accounts, the Client must arrange with the relevant Partner Banks an early termination of his/her Partner Bank Accounts. The Bank in no way warrants that such early termination shall be allowed or that no cost shall be charged by the relevant Partner Banks in relation to that early termination. Nothing herein limits the right of the Bank to terminate the relationship with the Client and to close the Raisin Account in accordance with the above provisions, even before the regular expiry of the Partner Bank Accounts of the Client.

24. AMENDMENT TO THE GENERAL TERMS AND CONDITIONS.

24.1 Right of Amendment: The General Conditions may be amended by the Bank at any time. The Client shall be advised accordingly in a Notification from the Bank of any amendment to the General Conditions, with a summary of the changes made in the General Conditions. The amended General Conditions shall be available to Clients on the Internet Site and at the Bank's offices.

24.2 Entry into Force: Unless legal or statutory requirements specify otherwise, the amended General Conditions shall enter into force 2 months after the Notification or on any other subsequent date indicated by the Bank. The Client who does not Notify the Bank of his/her refusal of the modifications prior to the entry into force of the amendments shall be deemed to have accepted them. The Client who does not agree to the new General Conditions before they enter into effect may terminate his/her relationship with the Bank immediately and at no cost. The Bank shall terminate its relationship with the Client who expressed disagreement with the new General Conditions.

24.3 Effect of Amendment: Without prejudice to the foregoing, it is expressly agreed that all operations carried out by the Client after the entering into effect of the modifications shall be governed by the new General Conditions, and that the Client shall be incontestably deemed to have accepted them.

25. MISCELLANEOUS.

25.1 Bank's Status: The Bank is an approved credit institution in Belgium in accordance with Belgian law. It is mentioned (*search by name*) in the list of approved credit institutions available on the website of the National Bank of Belgium, Boulevard de Berlaimont/Berlaimontlaan 14, B-1000 Brussels, tel. + 32 (0)2 220 52 11 (www.nbb.be), to the prudential supervision of which the Bank is subject (in addition to the supervision of the European Central Bank as the case may be). The Bank has also been approved by the Financial Services and Market Authority (FSMA), Rue de

Congrès/Congresstraat 12-14, B-1000 Brussels, tel. +32 (0)2 220 52 11 (www.fsma.be) as an insurance broker under the registration number 014357A. The Bank has adhered to the Febelfin *Code of Conduct* for the conduct of its relationship with its Clients. That Code can be consulted on request from the Bank or consulted on the website of Febelfin (<http://www.febelfin.be/fr/codes-de-conduite>).

25.2 Money Laundering: The Client certifies that the monies (to be) paid and recorded to the credit of the Raisin Account are or shall be the product of a legitimate activity, and that the Raisin Account shall not be used for money laundering purposes or to finance terrorism. The Bank shall not accept any liability for the transmission of information of whatever nature to the "cellule de traitement des informations financières/cel voor de verwerking van de financiële inlichtingen" (Belgian financial intelligence processing unit) or to any equivalent authority in other countries, nor as regards the direct or indirect consequences of the provision of such information, for example following opposition to such an operation by the persons mentioned above.

25.3 Applicable Protection of Deposits: The Client may benefit from deposit protection schemes. The applicable scheme shall depend on where the funds of the Client are deposited. To the extent and as long as they stand to the credit of the Raisin Account opened with the Bank, which is a Belgian Bank, the Belgian protection scheme shall be applicable. Once the Client's funds are held in a Partner Bank Account, it is the protection scheme applicable to the relevant Partner Bank which shall be applicable. Neither the Bank nor any Belgian protection scheme will indemnify the Client for losses resulting from the default of any Partner Bank. To the extent that the Raisin Account is meant to operate essentially as a transit account to/from Partner Bank Accounts, it is mainly the schemes applicable to deposits made with Partner Banks that shall protect the Client's funds. Clients are therefore invited to inquire with Partner Banks directly about protection schemes that may be applicable to deposits in Partner Bank Accounts.

25.4 Belgian Protection of Raisin Deposits: With regard to his/her deposits with the Bank in the Raisin Account, the Client shall benefit from the "*Fonds de Protection des dépôts et des instruments financiers/ Beschermingsfonds voor deposito's en financiële instrumenten*" (Financial Instruments and Deposits Protection Fund, "FIF", www.protection-fund.be) created by the law of 17 December 1998 and the "*Fonds Spécial de Protection des Dépôts et des Assurances sur la Vie/Beschermings- fonds voor deposito's en levensverzekeringen*" (Special Deposit and Life Insurance Protection Fund) created by the Royal Decree of 14 November 2008. The protection applies, under certain conditions, in the event of the default of the Bank, to funds deposited with the Bank, in euros, held by the Bank while awaiting payment to a Partner Bank Account or to the Reference Account. For these deposits and debt securities, the maximum amount of compensation from the two aforementioned funds totals EUR 100,000 per Client. Additional information on this matter is available on the website of the two aforementioned protection funds at <http://www.fondsdeprotection.be/index.html> and <http://www.fondsspecialdeprotection.be> respectively.

25.5 Complaints: Any complaint or comment of any nature relating to the Raisin Account, technical problems with the

Internet Site or the Transactional Site (including access and transmission problems), and the services of the Bank in relation thereto (including any omission of the Bank to execute an instruction of the Client or to send a Notification which was however required) must, under penalty of loss of the Client's right to protest, be Notified by the Client to the Bank, at the latest within five Business Days of the day during which the Client becomes aware or should have become aware of the problem or is deemed to have become aware of it, or within any longer period required by applicable laws. The Bank shall endeavor to Notify reception of the complaint within 5 days. The Bank shall examine the complaint and the relevant facts and shall endeavor to provide a written reaction as soon as possible following the reception of the complaint. The Client's complaint must be precise and exhaustive. If no answer may be given within a short period, for any reason whatsoever, the Bank shall endeavor to inform the Client thereof and shall indicate the period in which an answer may be expected and, as the case may be, what additional information could be useful to the treatment of the complaint. In the event that the complaint is not handled to the Client's satisfaction, the Client may submit it to the Mediation Service Banks Credit Investments (Rue Belliardstraat, 15-17, Box 8, 1040 Brussels, <http://www.ombudsfm.be>; ombudsman@ombudsfm.be) in accordance with the conditions for the admissibility of such a complaint. The complaint may be submitted by registered letter, ordinary post, fax (fax: +32 3 545 77 79), electronic mail or via the online form available on www.ombudsfm.be. If the complaint is admissible, the abovementioned service issues a non-binding opinion. The procedure occurs in writing only. The Bank may comply with the opinion but is not required to do so. Detailed information on the terms and conditions for such complaints is available from the site <http://www.ombudsfm.be>. The Client may also complain about the Payment Services provided by the Bank at the «Direction Générale Inspection économique » within the SPF Economie, Front Office - NG III, Boulevard du Roi Albert II 16, 3ème étage, 1000 Bruxelles », Tel : 32 (0)2 277 54 84, Fax : 32 (0)2 277 54 52, email: eco.inspec.fo@economie.fgov.be.

25.6 Intellectual Property: The software on which the functions offered by the Bank (or Raisin) on the Internet Site or on the Transactional Site any other of the Bank's services is based, as well as the content of the Internet Site and the Transactional Site, including brands and logos, are protected by intellectual property rights. No software, equipment, text, information, image or other work accessible or visible on the Internet Site or Transactional Site may be copied, reproduced, used, distributed, uploaded or downloaded, posted or transmitted in any form or by any means, including but not necessarily limited to electronic or mechanical means, photocopying or recording. The Client may not duplicate the Bank's Internet Site or Transactional Site or any other of its services, or their contents, on any other server or medium without the prior express written consent of the Bank.

25.7 Languages: These General Conditions, and the other documents referred to herein as documents to be made available to the Client (e.g., "*Raisin Account Application*", "*Fee Schedule*", and "*Interests*"), and any other contractual or pre-contractual document relating to the Raisin Account

are available in English only. The Client may correspond with the Bank, and conversely, in English only.

26. APPLICABLE LAW & JUDICIAL PROCEEDINGS.

26.1 *Applicable Law and Forum:* The agreement between the Bank and the Client relating to the Raisin Account (and any prior communication and contact on the same matter) and subject to the General Conditions shall be subject to Belgian law. In the event of litigation, the courts of Brussels shall have exclusive jurisdiction.

26.2 *Service of Process and Election of Domicile:* If the Client does not have a residence in Belgium, and has not chosen elected a domicile in Belgium (within the meaning of article 39 of the Judicial Code) for the purposes of the agreement with the Bank relating to the Raisin Account, the Client shall be deemed incontestably to have elected domicile at the registered office of the Bank. All judicial notifications including service of process, writ of summons, etc. May therefore be delivered to or served upon the Client at that address. The Bank shall Notify the Client of receipt of such documents by registered letter with acknowledgment of receipt. The registered letter shall be deemed received by the Client upon presentation by the postal services, whether or not the Client actually receives the letter or acknowledges receipt of that letter on that date.

26.3 *Limitation Period:* Without prejudice to mandatory legal provisions or contractual provisions providing for a shorter period, and without limitation to the provisions hereof implying a loss of the Client's right to complain as a result of the Client's inaction, the Client's right to take legal proceedings against the Bank shall expire at the end of a period of three years as from the event giving rise to the proceedings.

Keytrade Bank SA/NV Fee Schedule for the Raisin Product

- **In general, all services provided on the Raisin platform by Raisin GmbH and Keytrade Bank SA/NV are free of charge** for the customer
- **All services provided by partner banks are generally free of charge** for the customer as well, unless described otherwise in the fee schedules of the respective partner bank.
- **Our customer service is provided free of charge:**
 - By email: free
 - By phone: the costs will be dependent on the customer's telecommunications provider
 - By mail: the customer may incur postage costs
- If you transfer money to the Raisin Transaction Account from a non-euro account you will need to be aware of currency conversions as well as the costs incurred. However, Keytrade Bank SA/NV will not make any currency conversions. The Raisin Transaction Account only accepts and initiates transfers in EUR – free of charge.
- Business days correspond to bank working days (Monday – Friday) in both Brussels, Belgium and Frankfurt a.M., Germany

Raisin Transaction Account

The following services are provided free of charge

- Opening of the account (including identification procedure)
- EUR transfers to and from the Raisin Transaction Account:
 - To/from the reference account
 - To/from accounts with Raisin partner banks
- Ongoing account management
- Blocking/unblocking of access to the Online Banking System
- Change of customer data (e.g., name, address)
- Change of account data (e.g., reference account)
- Online balance confirmation at the end of the calendar year
- PIN and mobile TAN for the Online Banking System
- Notifications and download/upload of documents in the Online Banking System
- Account closure

Additional services for which fees apply

While in general we try to offer our services free of charge in exceptional cases we reserve the right to charge a fee for the following services.

- Issuance of duplicates of account statements and documents upon request (if the bank has already fulfilled its information obligations): 10.00 EUR per request
- Sending documents and notifications by post upon request: 5.00 EUR per request
- Balance confirmation (upon the customer's request and if the bank has already fulfilled its information obligations): 10.00 EUR per request

The fees will be deducted from the customer's Raisin Transaction Account (in case of no balance on the transaction account we reserve the right to not provide the above-mentioned services).